

**After recording, return to:**  
**Montgomery County, Maryland**  
**101 Monroe Street, 3<sup>rd</sup> Floor**  
**Rockville, Md. 20850**  
**Attn. Clifford L. Royalty, Esq.**

**Parcel Identification No. \_\_\_\_\_**

**ASSIGNMENT OF EASEMENTS**

This Assignment of Easements (the "Assignment") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between MONTGOMERY COUNTY, MARYLAND, a political subdivision of the State of Maryland (hereinafter referred to as the "County" or "Assignor") and the MAYOR AND COUNCIL OF ROCKVILLE, a municipal corporation of the State of Maryland (hereinafter referred to as the "City" or "Assignee").

**WITNESSETH:**

WHEREAS, the Washington Metro Area Transit Authority ("WMATA"), a regional body corporate and politic, is the fee simple owner of approximately 26.26 acres of land located in Rockville, Maryland, more fully described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, the County is the presumed grantee of certain easements (the "Easements") for storm drainage and/or sanitary sewers established under grants and plats (collectively the "Documents") recorded in the Land Records of Montgomery County, Maryland and identified in Exhibit "B;" and

WHEREAS, the Property that was the subject of the Easements under the Documents was annexed into the City from the County by Annexation Resolution ANX2004-00135 (the "Annexation"); and

WHEREAS, the Easements created by the Documents were granted and recorded prior to the time of the Annexation; and

WHEREAS, the Property is the subject of a certain Preliminary Development Plan Application (No. PDP2004-0009) approved by the City that allows WMATA and others to develop a mixed-use project (the "Project") on the Property; and

WHEREAS, it has been determined that the proposed Project requires that the Easements or portions of the Easements be released and/or extinguished; and

WHEREAS, the County desires to assign to the City any rights, title and interest it may have in the Easements and any associated improvements.

NOW, THEREFORE, in consideration of the above Recitals incorporated herein by reference, the County does hereby quitclaim to the City, its successors and assigns, all right, title and interest of the County in the Easements identified in the Documents listed in Exhibit "B" which is attached hereto and made a part hereof. The County does further hereby grant and delegate to the City, its successors and assigns, all of the rights, duties and obligations of the County under the Documents from and after the date hereof, including, but not limited to the right to release, extinguish, and/or abandon all or any portion of one or more of the easements created by the Documents.

The City agrees to assume all responsibility of the County with respect to the rights, duties and obligations under the Documents and any and all improvements associated therewith.

The City agrees that the County shall have no further liability under said Documents.

The City acknowledges that the County makes no representations concerning its right, title, or interest in the Easements.

The City agrees to indemnify and hold harmless the County against any and all actions, suits, claims, demands, liability, loss or damage occurring after the date of this Assignment arising out of or in connection with the installation, modification, maintenance or use of the Easements by the City, its successors and assigns.

Except as may be limited by law, the City agrees to assume the County's responsibility for the maintenance of any improvements that may exist in the assigned public storm drain easements and for the mitigation of any drainage problems caused by the lack of maintenance of the improvements or by the failure of any replacement system to function effectively. Notwithstanding the foregoing, the City shall have the right, in its sole discretion to release, extinguish, and/or abandon all or a portion of one or more of the Easements whereupon the City will have no further responsibility with respect to the easement, or portion thereof, and related improvements so released, extinguished, and/or abandoned.

The parties agree that this Assignment represents the entire agreement of the parties.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of Maryland.

The County agrees to execute and deliver to the City such additional documents, instruments and agreements as may be necessary or appropriate to effectuate the purposes of this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Easements to be executed and delivered to be effective as of \_\_\_\_\_, 2007.

[SIGNATURE PAGE FOLLOWS]

ASSIGNOR:

WITNESS

MONTGOMERY COUNTY, MARYLAND

\_\_\_\_\_ By: \_\_\_\_\_

Name: Diane R. Schwartz Jones

Title: Assistant Chief Administrative Officer

Date: \_\_\_\_\_

STATE OF MARYLAND  
COUNTY OF MONTGOMERY

On this the \_\_\_\_ day of \_\_\_\_\_, 2007, before me the undersigned officer, personally appeared Diane R. Schwartz Jones, known to me to be the Assistant Chief Administrative Officer for Montgomery County, Maryland, and that she, as Assistant Chief Administrative Officer, being authorized to do so, executed the foregoing Declaration of Covenants by signing it on behalf of Montgomery County, Maryland in her capacity as Assistant Chief Administrative Officer.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires On:

\_\_\_\_\_

ASSIGNEE:

MAYOR AND COUNCIL OF ROCKVILLE,  
MARYLAND

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT “A”**

[Description of WMATA Property]

**EXHIBIT “B”**

1. Storm Drainage Easement and Right-of-Way granted to Montgomery County, Maryland established by deed dated July 22, 1970 and recorded in the Land Records of Montgomery County, Maryland on August 4, 1970 in Liber 3986 at folio 208;
2. Storm Drainage Easement and Right-of-Way granted to Montgomery County, Maryland established by deed dated July 23, 1970 and recorded in the Land Records of Montgomery County, Maryland on August 4, 1970 in Liber 3986 at folio 211;
3. Storm Drainage Easement and Right-of-Way granted to Montgomery County, Maryland established by deed dated June 22, 1970 and recorded in the Land Records of Montgomery County, Maryland on July 22, 1970 in Liber 3982 at folio 332;
4. Storm Drainage Easement and Right-of-Way granted to Montgomery County, Maryland established by deed dated June 24, 1970 and recorded in the Land Records of Montgomery County, Maryland on July 22, 1970 in Liber 3982 at folio 322;
5. Right-of-Way Agreement granted to Montgomery County, Maryland established by deed dated May 20, 1968 and recorded in the Land Records of Montgomery County, Maryland on July 12, 1968 in Liber 3764 at folio 506;
6. Storm Drainage Easement established by Plat recorded on February 18, 1969 as Plat No 9204;
7. Storm Drainage Easement established by Plat recorded on March 19, 1970 as Plat No 9547;
8. Storm Drainage Easement established by Plat recorded on April 8, 1968 as Plat No. 8899.